

Kean University

## Kean Digital Learning Commons

---

Liberty Hall Collection 1830s

Liberty Hall Collection

---

12-24-1830

### Indenture of Sarah Sabina Kean and Looe Baker with William Pennington, December 24, 1830

Sarah Sabina Kean

Looe Baker

Follow this and additional works at: [https://digitalcommons.kean.edu/lhc\\_1830s](https://digitalcommons.kean.edu/lhc_1830s)


---

#### Recommended Citation

Kean, Sarah S., and Looe Baker. *Indenture of Sarah Sabina Kean and Looe Baker with William Pennington, December 24, 1830*. Manuscript. From Special Collections Research Library and Archives, Kean University, *Liberty Hall Collection 1830s*. [https://digitalcommons.kean.edu/lhc\\_1830s/58](https://digitalcommons.kean.edu/lhc_1830s/58)

This Manuscript is brought to you for free and open access by the Liberty Hall Collection at Kean Digital Learning Commons. It has been accepted for inclusion in Liberty Hall Collection 1830s by an authorized administrator of Kean Digital Learning Commons. For more information, please contact [learningcommons@kean.edu](mailto:learningcommons@kean.edu).



  
This Indenture tripartite made the twenty fourth day of December in the year of our lord one thousand eight hundred and thirty, Between Sarah S. Kean widow of Peter Kean Esq<sup>r</sup> late of Union in the Township of Union in the County of Essex and State of New Jersey of the first part, Loss Baker of the Township of Girabeth in said County of the second part and William Pennington of the Township of Newent in said County of the third part: Whereas a marriage is intended shortly to be had and solemnized between the said Sarah S. Kean and the said Loss Baker - And whereas the said Sarah S. Kean as the widow of the said Peter Kean Esq<sup>r</sup> who died intestate is entitled to her Dower in his lands and to a distributive share of the personal estate of her said husband, which by the Laws of New Jersey at the time of his death was one third part thereof, the said Peter Kean Esq<sup>r</sup> having left children him surviving. And whereas the said Sarah S. Kean is desirous of making such a disposition of her estate just mentioned as is hereinafter expressed, which disposition is made with the consent and approbation of her said intended husband the said Loss Baker as is clearly manifested and fully testified by his being a party to these presents and his signing sealing and delivering this Indenture - Now therefore this Indenture witnesseth that the said Sarah S. Kean as well in consideration of the sum of One Dollar to her in hand paid by the said William Pennington at and before the sealing and delivery of these presents the receipt whereof she doth hereby acknowledge and accepts herself therewith fully satisfied contented and paid as of divers other good causes and considerations her thereunto moving hath given granted bargained sold assigned transferred and set over and by these presents doth give grant bargain sell assign transfer and set over unto the said William Pennington and to his executors administrators and assigns forever all right title Dower and distributive share of the said Sarah S. Kean of in to or out of



the property and estate which was of or of right appertained or belonged to her said late husband the said Peter Hean Esq<sup>r</sup> deceased and to which she is or may hereafter be equitably or lawfully entitled to either in action possession or reversion as such his widow, and that whether the same does now or may consist in Land goods chattels monies or securities for money, whether in New Jersey or any other State, and whatsoever the nature number amount and value thereof may be, he the same was a left To Have and To Hold the said property and estate hereby sold and assigned or intended so to be unto him the said William Pennington his executors administrators and assigns forever and to his and their use upon the Trusts conditions and stipulations nevertheless hereinafter expressed That is to say, upon Trust that the said William Pennington his executors administrators and assigns shall and will permit the said Sarah S. Hean to occupy possess and enjoy her right of Dower in the Land of her said late husband or have the rents issues and profits arising therefrom until the same shall be sold or otherwise compounded and settled for, and then to pay over the whole amount that shall arise from such sale or composition, to the said Sarah S. Hean upon her separate receipt or vest the same if she shall so order in the manner hereinafter directed as to the rest of the estate hereby conveyed and apply the interest arising therefrom in the same manner. And upon this further Trust That the said William Pennington his executors administrators and assigns shall keep and place out at interest in their discretion in the Stocks of the United States in the Stock of the Bank of the United States or of some other respectable incorporated company of the State of New Jersey or New York, or Bond and Mortgage or promissory notes or other securities for money (and charge such securities when they shall think proper so to do) all the rest and residue of the estate and property hereby conveyed and shall and will after deducting all first and proper costs charges expenses and commissions pay over the interest and income



arising from the said property hereby conveyed to the said Sarah S. Kean upon her separate receipt as well during her lifetime as if she were a feme sole. And upon the death of the said Sarah S. Kean that they will pay assign transfer and set over all the estate and property hereby conveyed, to such persons and in such manner as she shall by her last will and testament in writing duly made and published direct and appoint, The consent to the making of the said will by the said Sarah S. Kean during her intended lifetime is hereby given by the said Loe Baker, always deducting from the property thus to be transferred all proper charges commissions and expenses and the interest and income previously disposed of in the manner directed by this Trust. And if the said Sarah S. Kean shall not make such last will and testament directing and appointing the manner in which the same shall be disposed of that they will pay assign transfer and set over unto the children of the said Sarah S. Kean then living in equal parts share and share alike all the said estate and property hereby conveyed then remaining as well principal as interest, provided that if any child or children of the said Sarah S. Kean shall before that time die leaving lawful issue such issue shall represent its parent and take the share in equal parts which its parent if living would have been entitled to and provided that the share of any child or grandchild under the provisions just named if under twenty one years of age shall be conveyed to the guardian thereof. The foregoing Trusts are made upon the presumption and in the event of the said contemplated marriage taking place and that the said Sarah S. Kean dies before the said Loe Baker her intended husband. If however the said intended marriage shall not take place or the said Loe Baker shall die leaving the said Sarah S. Kean him surviving then and in that event the said William Pennington his executors administrators and assigns shall reassign and transfer all the said estate hereby conveyed then remaining to the said Sarah S. Kean



and put an end to this Trust. And the said Sarah S. Mean and  
Laz Baker do by these presents covenant promise and agree for  
themselves their heirs executors and administrators to and with  
the said William Pennington his heirs executors and administrators  
That it shall and may be lawful (and this Trust is accepted  
upon this express condition by the said William Pennington) for the  
said William Pennington his executors administrators or heirs at  
any time at his and their will and pleasure to decline contin-  
uing the Trust under the Trust created by these presents and to af-  
sign transfer and convey to such person and persons as shall be  
named by the said Sarah S. Mean by writing under her hand  
and that notwithstanding such intended conveyance as aforesaid  
all the estate and property hereby conveyed then remaining to  
be held by such substituted Trustee or Trustees upon the same Trusts  
and stipulations herein contained, That the said Sarah S. Mean  
shall so nominate such Trustee or Trustees and that the said  
William Pennington his heirs executors and administrators shall  
thereupon be discharged from this Trust and all the duties and  
responsibilities thereunto appertaining. And the said Sarah S.  
Mean doth hereby nominate constitute and appoint the said  
William Pennington her attorney so long as she shall remain  
sole and the said Laz Baker and the said Sarah in case of their  
intermarriage and from thenceforth during the continuance of  
the Trust aforesaid do hereby constitute the said William Pen-  
nington their attorney for them and in their names jointly or ~~sepa-~~  
tely as occasion and circumstances may require but upon  
the Trust aforesaid, to demand sue for and receive of and from  
all and every person or persons whatsoever answerable or liable  
for the same all such moneys goods and effects as appertain  
to the Trust estate hereby created and proper and lawful acquit-  
tances thereon to make and deliver and generally to do and  
transact all such business matters and things as may be ne-  
cessary or advisable for the security of the said Trust property and



estate and for the better executing the said Trusts and promoting the interest and benefit of the cestui que trusts. And the said William Permington for himself his heirs executors and administrators doth hereby covenant and promise to and with the said Sarah S. Kean and Lee Baker and to and with each of them according to their respective rights now and hereafter that he the said William Permington will well and faithfully perform and execute all and singular the trusts hereby created according to the true intent and meaning of these presents, and that he will at least once in every year if thereunto required exhibit to the said Sarah S. Kean a just and true statement and account of the said Trust property and estate and of the interest and income thereof. And the said Lee Baker for himself his heirs executors and administrators doth hereby covenant and promise to and with the said William Permington his heirs and assigns that he the said Lee Baker will do nothing to hinder or interrupt the said Trustee in executing the Trusts hereinbefore expressed according to the true intent and meaning of these presents.

At witness whereof the parties to these presents have herunto interchangeably set their hands and seals the day and year first above written -

Signed Sealed & Delivered }  
in the presence of - }  
Susan D. Niemcewicz.

Sarah S. Kean

L. Baker

Wm Permington



Sarah S. Mean } Deed in  
To } Trust -  
Wm Pennington }